

**PATENT APPLICATION**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

**POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE  
UNITED STATES PATENT AND TRADEMARK OFFICE**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Assignee Name and Address: BioMérieux

Chemin de l'Orme

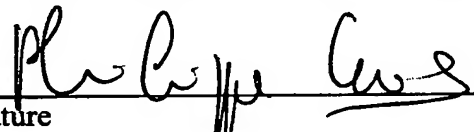
69280 MARCY L'ETOILE - FRANCE

appoints the patent practitioners associated with Oliff & Berridge, PLC, Customer Number 25944 to represent before the United States Patent and Trademark Office (USPTO) in connection with any and all U.S. patent applications assigned to the above-named assignee.

The undersigned is authorized to act on behalf of the assignee.

**ALL CORRESPONDENCE IN CONNECTION WITH THIS APPLICATION  
SHOULD BE SENT TO OLIFF & BERRIDGE, PLC, TELEPHONE (703) 836-6400,  
CUSTOMER NO. 25944.**

23 June 2004  
Date

  
Signature

Typed Name: CROS Philippe

Title: Corporate Manager of Industrial  
Property

**PATENT APPLICATION**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

**GENERAL POWER OF ATTORNEY**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Owner Name: **COMMISSARIAT A  
L'ENERGIE ATOMIQUE**

hereby appoints the patent practitioners associated with Oliff & Berridge, PLC Customer No. 25944 as attorneys of record to prosecute any and all applications in which this General Power of Attorney is filed, and all continuations and divisions thereof, owned in whole or in part by the above-named owner, and to transact all business in the Patent and Trademark Office.

The undersigned is authorized to execute this document as or on behalf of the owner.

**ALL CORRESPONDENCE IN CONNECTION WITH THIS APPLICATION SHOULD  
BE SENT TO OLIFF & BERRIDGE, PLC, CUSTOMER NO. 25944, TELEPHONE  
(703) 836-6400.**

**September 16, 2004**

Date

Signature



**R. NAGEL**  
Chef de Service

Typed

Name:

Title:

(if acting on behalf of an Owner)

**COMMISSARIAT A L'ENERGIE ATOMIQUE**

# **ASSIGNMENT (Two Assignees)**

(1-8) Insert Name(s) of Inventor(s)	(1) Yves FOUILLET	(4) Frederic GINOT
	(2) Patrick POUTEAU	(5) Dominique MASSE
	(3) Nicolas SARRUT	(6)

In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to each of the undersigned, each undersigned agrees to assign, and hereby does assign, transfer and set over to

(9A) Insert Name of First Assignee	(9A) BIO MERIEUX
(10A) Insert Address of First Assignee	(10A) Chemin de l'Orme 69280 MARCY-L'ETOILE France
(9B) Insert Name of Second Assignee	(9B) COMMISSARIAT A L'ENERGIE ATOMIQUE
(10B) Insert Address of Second Assignee	(10B) 31-33 rue de la Fédération 75015 PARIS France

(hereinafter designated as the Assignee) and Assignee's heirs, successors, assigns and legal representatives, the entire right, title and interest for the United States of America as defined in 35 U.S.C. §100, in the invention, and in all applications for patent including any and all provisional, non-provisional, divisional, continuation, international, confirmation, substitute and reissue application(s), and all Letters Patent, extensions, reissues and reexamination certificates that may be granted on the invention known as

(11) Insert Identification, such as Title, Case Number or Foreign Application Number	(11) Hydraulic Device for the Thermo-Pneumatic Insulation and Optional Agitation of the Contents of an Operative Cavity
	Attorney Docket No. 122001
	for which the undersigned has (have) executed an application for patent in the United States of America on even date herewith or
(12) Insert Date of Signing of Application	(12) on
(13) Alternative Identification for filed applications	(13) U.S. Application Serial Number filed

- 1) Each undersigned agrees to execute all papers necessary in connection with the application and any continuing, divisional or reissue applications for the invention, and any patent(s) issuing thereon, and also to execute separate assignments in connection with such applications and patents as the Assignees may deem necessary.
- 2) Each undersigned agrees to execute all papers necessary in connection with any interference which may be declared concerning this application or continuation or division thereof, or any patent or reissue application based thereon, and to cooperate with the Assignees in every way possible in obtaining evidence and going forward with such interference.
- 3) Each undersigned agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.
- 4) Each undersigned agrees to perform all affirmative acts which may be necessary to obtain, maintain or confirm by reissue or reexamination a grant of a valid United States patent to the Assignees.
- 5) Each undersigned authorizes and requests the Commissioner of the U.S. Patent and Trademark Office to issue any and all Letters Patents of the United States resulting from said application or any divisional, continuing or reissue applications to the said Assignees, as Assignees of the entire interest, and covenants that he has full right to convey the entire interest herein assigned, and that he has not executed, and will not execute, any agreements in conflict herewith, and agrees that this assignment is binding on him and his heirs, successors, assigns and legal representatives.
- 6) Each undersigned hereby grants the firm of OLIFF & BERRIDGE, PLC the power to insert on this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date	<u>21 December 2004</u>	Inventor Signature	<u>Yves FOUILLET</u>	(SEAL)
Date	<u>21 December 2004</u>	Inventor Signature	<u>Nicolas SARRUT</u>	(SEAL)
Date	<u>21 December 2004</u>	Inventor Signature	<u>Patrick POUTEAU</u>	(SEAL)
Date	<u>21 December 2004</u>	Inventor Signature	<u>Frederic GINOT</u>	(SEAL)
Date	<u>23 December 2004</u>	Inventor Signature	<u>Dominique MASSE</u>	(SEAL)
Date		Inventor Signature		(SEAL)

This assignment should preferably be signed before: (a) a Notary Public if within the U.S.A. (b) a U.S. Consul if outside the U.S.A. If neither, then it should be signed before at least two witnesses who also sign here:

Date	<u>21 December 2004</u>	Witness	<u>Philippe L...</u>
Date	<u>23 December 2004</u>	Witness	<u>Frederic DENJEAN</u>